held to be complete and negotiable and regarded as payable on demand. *McLean* v. *Nichlen* (1877) 3 Vict. L. R., L. 107; *see Hotel Lanier Co.* v. *Johnson* (1898) 103 Ga. 604, 30 S. E. 558; 1 Daniel, Negotiable Instruments (6th ed.) § 88. The omission of the exact time of payment, *e. g.*, where the note reads "24 after date", "six ——— after date", "ninety ——— after date", *etc.*, does not invalidate the instrument; and the court will admit evidence to discover the due-date intended. See *Nichols* v. *Frothingham* (1858) 45 Me. 220; 7 Cyc. 840, 841, n. 27. Assuming that the note in the instant case was incomplete, and this is perhaps a logical position under the Negotiable Instruments Law, it would seem an unnecessarily rigorous application of Section 14 of the N. I. L. to insist that the blank must be actually filled in before bringing the action. It is sufficient merely to aver in the complaint that he is suing on a demand note. *Cf. Conner* v. *Routh* (Miss. 1843) 7 How. 176. It is difficult to see a justification for insisting on this technicality, in view of the fact that the plaintiff declared on the kind of note he was suing on, and the defendant could have pleaded his real defense immediately, instead of having the plaintiff bring a second action after filling in the blank.

PARENT AND CHILD—CONFLICT OF LAWS—POWER TO MODIFY CUSTODY WHEN PARENT AND CHILD WITHOUT THE STATE.—The wife, on a cross-complaint, was granted a divorce in Colorado upon the default of the plaintiff; the custody of the child was given to the defendant, the maternal grandmother, then residing in the state of Washington. Upon learning of this, the plaintiff acquiesced in the decree and advanced the child's traveling expenses to its guardian. While the child, its mother and the defendant were domiciled in Washington, the plaintiff upon substituted service obtained a modification of the original decree, securing an award of the child to him. Armed with this modified decree, he commenced *habeas corpus* proceedings in Washington for the possession of the child. *Held,* the Colorado court having no longer jurisdiction over the mother or child, the modification of the original decree based on substituted service was not binding on the Washington court. *Groves* v. *Barto* (Wash. 1919) 186 Pac. 300.

There is a strong *dictum* in *Stetson* v. *Stetson* (1888) 80 Me. 483, 15 Atl. 60, that the court which decrees the custody of a child while having it within the state retains jurisdiction for the purposes of altering custody, even though its original decree provided for the removal of the child without the state, and that such modification is entitled to full faith and credit, on the theory that the decree of custody was in its very nature conditional and subject to modification. *Cf. Wakefield* v. *Ives* (1872) 35 Iowa 238. A decree of custody is generally given full faith and credit in another state. *People ex rel. Allen* v. *Allen* (1886) 40 Hun 611, aff'd and limited in 105 N. Y. 628, 11 N. E. 143; 13 Columbia Law Rev. 553. However, the courts holding this view have regularly passed on the question of change of custody where new circumstances have arisen subsequent to the granting of the original decree. *Kentzler* v. *Kentzler* (1891) 3 Wash. 166, 28 Pac. 370; see *People ex rel. Allen* v. *Allen, supra;* Nelson, Divorce and Separation §§ 980, 985. Since the infant has been allowed to establish a domicil without the state and is actually there, it would seem more convenient that the state of the infant's legal *situs* should determine questions of custody. Minor, Conflict of Laws (3rd ed.) §§ 96, 114. A curious result of denying the jurisdiction of the Colorado court to modify its

decree is that the only court which could have reconsidered the evidence of the wife's misconduct prior to the granting of the original decree as bearing on her fitness at the time custody was first awarded was in effect denied the power to do so; and its repudiated judgment was accepted by the Washington court, in refusing to admit such evidence of prior misconduct.

PRINCIPAL AND AGENT—NEGOTIABLE INSTRUMENTS—BASIS OF RIGHTS OF INNOCENT THIRD PARTY.—The general manager of the branch office of a corporation drew a check to his own order and indorsed it to a personal creditor. The manager had authority to draw checks to his own order for his salary, but had overdrawn his account at the time. *Held,* the corporation could recover the amount of the check from the creditor. *Napoleon, etc., Co.* v. *Stix, etc., Co.* (Mo. 1920) 217 S. W. 323.

The relationship of the parties in cases like this presents the familiar problem of the agent whose authority depends upon an extrinsic fact peculiarly within his own knowledge. Missouri has followed the leading case which protects the third party relying on the agent's representation. *North River Bank* v. *Aymar* (N. Y. 1842) 3 Hill 262; *Edwards* v. *Thomas* (1877) 66 Mo. 468. Where the relationships turn about a negotiable instrument, the element of innocence demanded of the third party has led the courts, in protecting him, to do so by viewing him in the guise of a holder in due course. *Wilson* v. *Metropolitan Ry. Co.* (1890) 120 N. Y. 145, 24 N. E. 384 (usually cited for the opposite proposition); *Buckley* v. *Lincoln Trust Co.* (1911) 72 Misc. 218, 131 N. Y. Supp. 105 (doctrine qualified). As a result, similar protection has been afforded even by courts which deny the doctrine of the Aymar case when considering an agency problem in which no commercial paper is involved. *Fillebrown* v. *Hayward* (1906) 190 Mass. 472, 77 N. E. 45; *Doe* v. *Northwestern Coal, etc., Co.* (1896) 78 Fed. 62. The Missouri decisions present an equal although more uncommon contradiction protecting the third party when the negotiable instrument is not present, and not protecting him when it is. Since the principal case arose Missouri has provided by statute that one who takes a negotiable instrument under such circumstances is always protected unless he had actual notice of misappropriation. Missouri, Laws of 1917, p. 143.

SALES—APPROPRIATION—ASSENT OF BUYER.—The defendant contracted to buy future goods from the plaintiff on credit, delivery to be made in installments at the mill of a third party. The plaintiff delivered several installments at the mill as specified in the contract. The defendant, claiming that the goods were not of the standard called for, refused to receive them. The plaintiff continued to make deliveries of proper quality after notice of the buyer's rejection of the goods. The defendant later ordered the mill to ship him the goods. Upon the expiration of the term of credit the plaintiff brought suit for the price. *Held,* that the order to the mill to ship the goods was an acceptance as a matter of law. *Prager* v. *Scheff* (N. Y. Sup. Ct., App. Term, 1920) 62 N. Y. L. J. 1777.

As to the goods delivered at the mill by the plaintiff before notice that the defendant refused to receive them, title clearly passed to the defendant in accordance with the intention of the parties and an action for the price was consequently proper. *First Nat. Bank* v. *Reno* (1887) 73 Ia. 145, 34 N. W. 796; *Olcese* v. *Mobile Fruit Co.* (1904) 211 Ill.